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July 17, 2009

Mr. David Henderson, Utility Director
Wastewater Treatment Utility
500 South River Road
West Lafayette, IN 47906-3613

Re: Amendment No. 1 to Proposal for Engineering Services
Assistance with Wet-Weather Facility Disinfection System

Dear Mr. Henderson:

We are pleased to present this amendment for continued assistance with the Wet-Weather Facility (WWF). This amendment includes additional on-call assistance associated with the WWF and CSO Long-Term Control Plan (LTCP), including discussions, negotiations, and meetings with IDEM, review of the LTCP requirements, and review and evaluation of the WWF to meet the LTCP and NPDES Permit requirements. This amends the original Agreement dated January 30, 2009 and approved on February 5, 2009 which included the terms of the Agreement and described the Engineering Services.

Article III of the Agreement is hereby amended as follows:

III. COMPENSATION

- A. Basic Engineering Services: Compensation for Basic Engineering Services shall be on the basis of the Engineer's current Hourly Rate and Reimbursable Expense Schedule (2009 Schedule included as Attachment No. 2) plus reimbursement for actual out-of-pocket costs incurred with an estimated fee of Fifteen Thousand Dollars (\$15,000.00). *(this represents a \$10,000.00 increase from the original Agreement)*

We are pleased to present this amendment for your consideration. If this amendment meets with your approval, please sign signing in the space provided below, which will serve as our written Notice to continue or engineering services. A telecopied, electronic, or facsimile signature shall be equivalent to and as binding as an original signature. Please return one fully executed copy of this amendment for our file and record.

Mr. David Henderson, Utilities Director
City of West Lafayette
July 17, 2009
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IN WITNESS WHEREOF, the Parties hereto agree to and execute this Amendment No. 1 on
this _____ day of _____, 2009.

ENGINEER

M.D. Wessler & Associates, Inc.
Indianapolis, Indiana

By: _____

Martin A. Wessler, President

Attest: _____

Gary L. Ruston, Sr. Project Manager

OWNER

City of West Lafayette, Indiana
Board of Public Works & Safety

By: _____

John R. Dennis, Mayor

Bradley W. Marley, Member

Sana G. Booker, Member

Attest: _____

Judith C. Rhodes, IAMC/CMC/CPFA
Clerk-Treasurer

Y:/Proposals Qualifications & Agreements/Proposals/2009//P1897 W Laf WWF Disinfection Amend 1